

REMARKS

Claims 22 and 28 have been cancelled. Claims 1, 16, 17, 21, and 27 have been amended to clarify the subject matter regarded as the invention. Claims 1-21, 23-27, and 29-32 are pending.

Claim Rejections – 35 U.S.C. §103(a)

The Examiner has rejected Claims 1-21, 23-27, and 29-32 under 35 U.S.C. §103(a) as being unpatentable over Davenport (U.S. Pub No. 2003/0033236) in view of Li (U.S. Pub. No. 2003/0004850) in view of Bergstrom (U.S. Pub No. 2002/0156667). The rejections are respectfully traversed.

As amended, independent Claims 1, 16, 17, 21, and 27 each recite that a “tolerance that describes a minimum desired quantity of a resource and a maximum desired quantity” of the resource is received from a buyer. And, the claims recite that the “minimum and maximum are different.” Support for the amendment may be found, without limitation, at [0035] of the Specification.

The Examiner has acknowledged on Page 3 of the Office Action that:

Davenport et al. do not teach buyer request for resource includes minimum desired quantity and maximum desired quantity, wherein the minimum and maximum are different.

The Examiner then states:

Li et al. teach buyer request for resource includes minimum desired quantity and maximum desired quantity, wherein the minimum and maximum are different (Li et al., Fig. 14, paragraph [0100]; where purchaser electronic procurement application for strategic sourcing include Minimum Desired Quantity, Maximum desired Quantity and Reserved Price for PEN 101 (#2 Pencils); In Fig. 14 Buyer inputs 1000 units for Minimum Desired Quantity indicating that Maximum Desired Quantity is above 1000 for supplier to bid as shown in Fig. 16A (View Bids: Minimum Bid Quantity = 40; Maximum Bid Quantity = 100 by Bidder Harry Sales for

Buyer bid restriction of Minimum Desired Quantity = 40 and Maximum Desired Quantity = no limit).

Applicants respectfully disagree. Paragraph [0100] states, in its entirety:

[0100] The buyer can specify additional buyer constraints that will ultimately be communicated to the supplier on a dynamically generated web page. Examples of such additional buyer constraints include: a minimum or maximum quantity bid for a logical item, a preferred delivery date, and a reserved price, which is the maximum price the buyer is willing to pay, and a historical price. (emphasis added.)

Thus, Paragraph [0100] does not describe the claimed tolerance “that describes a minimum desired quantity and a maximum desired quantity of the resource.” Further, Paragraph [0100] also does not disclose that the “minimum and maximum are different.” Similarly, in Figure 14, only a “Minimum Desired Quantity” of 1,000 pencils appears to have been specified by the buyer. No data appears next to “Maximum Desired Quantity.”

Regarding Figure 16A, only a “Minimum Desired Quantity” of 40 circuit breakers appears to have been specified by the buyer. No data appears next to “Maximum Desired Quantity.” While the “View Bids” section includes columns for “Min Bid Quantity” and “Max Bid Quantity” (e.g., with “Harry Sales” having a Min Bid Quantity of 40 and a Max Bid Quantity of 100), as Figure 17 and the accompanying text make clear, those values represent the requirements a **seller** has specified in order for a given price per unit to apply. For example, the seller “Boe Cheaper” has specified in the interface shown in Figure 17 (and also as indicated in Figure 16B) that three different prices per unit apply to his product, based on how many units of product are purchased. Specifically, if 1-10 units are purchased, the price is \$5.50. If 11-30 units are purchased, the price is \$5.00, and if 31-50 units are purchased, the price is \$3.50. Apparently “Harry Sales” and “Ed Cation” are only willing to sell 40-100 and exactly 20 units, respectively.

In summary, in neither Davenport nor Li is any mention made of a **buyer** specifying **both** a minimum desired quantity **and** a maximum desired quantity as recited in the aforementioned independent Claims. Accordingly, independent Claims 1, 16, 17, 21, and 27 are believed to be allowable. Claims 2-15 depend, either directly or indirectly, from Claim 1 and are believed to be allowable for the same reasons described above. Claims 18-20 depend from Claim 17 and are

therefore also believed to be allowable. Claims 23-26 depend from Claim 21 and are therefore also believed to be allowable. Claims 29-32 depend from Claim 27 and are therefore also believed to be allowable.

The foregoing amendments are not to be taken as an admission of unpatentability of any of the claims prior to the amendments.

Reconsideration of the application and allowance of all claims are respectfully requested based on the preceding remarks. If at any time the Examiner believes that an interview would be helpful, please contact the undersigned.

Respectfully submitted,

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